

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/7

TITLE: **NSW Community Pharmacy SDA/Guild Agreement 2009**

I.R.C. NO: IRC9/2080

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies employees employed by NSW Pharmacy Guild located at 84 Christie St. St Leonards NSW 2065, and Employers listed in Schedule A in the Community Pharmacy industry; and Employees engaged by the Employers in Schedule A in the community pharmacy industry who are Pharmacy Employees, who fall within the coverage of the Pharmacy Assistants (State) Award.

PARTIES: The New South Wales Pharmacy Guild -&- the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales

**NSW COMMUNITY PHARMACY SDA/GUILD
AGREEMENT 2009**

1. TITLE

This Agreement is to be known as the NSW Community Pharmacy SDA/Guild Agreement 2009.

2. INCIDENCE AND PARTIES

This Agreement applies to Employers listed in Schedule A in the community pharmacy industry; and

- the Shop, Distributive and Allied Employees' Association New South Wales and
- the Shop Assistants Warehouse Employees Federation Newcastle and Northern (jointly referred to as "The Union") in respect of all employees covered by the classifications in this Agreement whether members of the Union or not.

3. PERIOD OF OPERATION

This Agreement commences on the day it is approved by the NSW Industrial Relations Commission and has a nominal expiry date of 3 years after its commencement.

4. PREVIOUS AWARDS SUPERSEDED

This Agreement is intended to operate to the full exclusion of both of the Pharmacy Assistants Award (NSW) and the Annual Holidays Act 1944 and any other industrial instruments that may apply with the exception of the Long Service Leave Act 1955.

5. ARRANGEMENT

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6. DEFINITIONS - GENERAL

6.1 Permanent employee means an employee other than a casual employee.

6.2 Ordinary rate or ordinary rate of pay shall mean the appropriate rate set out in clause 9

6.3 Ordinary pay in relation to any employee means the remuneration for the employee's normal weekly number of ordinary hours of work calculated at the ordinary rate of pay and in addition shall include penalty rates relating to ordinary hours of work, but shall not include overtime.

6.4 Commission means the relevant industrial tribunal.

6.5 Continuous service means service under an unbroken contract of employment and includes:

6.5.1 any period of leave taken in accordance with this award; and

6.5.2 any period of leave or absence authorised by the employer or by an employment agreement; and

6.5.3 any period of leave or absence on account of illness, disease or injury.

6.6 Pharmacy Assistants means employees employed in any of the classifications of Pharmacy Assistant Competency Level 1, first 6 months, Pharmacy Assistant Competency Level 1, Pharmacy Assistant Competency Level 2, Pharmacy Assistant Competency Level 3, Dispensary Assistant or Pharmacy Assistant Competency Level 4.

7. DEFINITIONS – CLASSIFICATIONS

Pharmacy Assistant Competency Level 1 is an employee who has commenced employment in a community pharmacy and is in the process of acquiring the competencies listed for a holder of Certificate I in Retail, as determined from time to time by the National Quality Council or any successor thereto.

Pharmacy Assistant Competency Level 2 is an employee who has acquired the competencies listed for a holder of Certificate II in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto.

Pharmacy Assistant Competency Level 3 is an employee who has acquired the competencies listed for a holder of Certificate III in Community Pharmacy, as determined from time to time by the National Quality Council or any successor thereto and who is required by the employer to work at this level. A Pharmacy Assistant who is a holder of Certificate III in Community Pharmacy may be required to supervise Pharmacy Assistants at Competency levels 1 and 2. Employees competent as Dispensary Assistants and/or Assisting in Compounding sections of the Pharmacy will be paid as Pharmacy Assistant Competency Level 3.

Pharmacy Assistant Competency Level 4 is an employee who has acquired the competencies listed for a holder of Certificate IV in Community Pharmacy and who is required by the employer to work at this level. A Pharmacy Assistant Competency level 4 may be required to supervise Pharmacy Assistants at Competency levels 1, 2 and 3.

8. TERMS OF EMPLOYMENT

8.1 An employee shall be employed under a classification prescribed by this award either as a full-time or a part-time or a casual employee.

8.2 Full-time employee means a permanent employee who is engaged to work for an average of 38 hours or more per week.

8.4. Part-time pharmacy assistant employee means an employee who is engaged to work an average of less than thirty-eight hours but more than twelve hours per week, but does not include a casual employee.

8.6. Casual pharmacy assistant employee means an employee who is engaged and paid as such and shall include an employee who upon engagement is employed for a period of four weeks or less. A casual pharmacy assistant employee shall be employed by the hour, but shall be paid for a minimum of 2 hours for each start.

8.7. Secure Employment - Pharmacy Assistants

8.7.1. Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its pharmacy assistant employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual pharmacy assistant employees have an opportunity to elect to become full-time or part-time employees.

8.7.2. Casual Conversion

8.7.2(i). A casual pharmacy assistant employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

8.7.2(ii). Every employer of such a casual pharmacy assistant employee shall give the pharmacy assistant employee notice in writing of the provisions of this sub-clause within four weeks of the pharmacy assistant employee having attained such period of six months. However, the pharmacy assistant employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

8.7.2(iii). Any casual pharmacy assistant employee who has a right to elect under paragraph 8.7.2(i), upon receiving notice under paragraph 8.7.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the pharmacy assistant employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the pharmacy assistant employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

8.7.2(iv). Any casual pharmacy assistant employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

8.7.2(v). Once a casual pharmacy assistant employee has elected to become and been converted to a full-time employee or a part-time employee, the pharmacy assistant employee may only revert to casual employment by written agreement with the employer.

8.7.2(vi). If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 8.7.2(iii), the employer and pharmacy assistant employee shall, in accordance with this paragraph, and subject to paragraph 8.7.2(iii), discuss and agree upon:

- (1) whether the pharmacy assistant employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the pharmacy assistant employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award.

Provided that an pharmacy assistant employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and a pharmacy assistant employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

8.7.2(vii). Following an agreement being reached pursuant to paragraph 8.7.2(vi), the pharmacy assistant employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to a pharmacy assistant employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

8.7.2(viii). An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

8.8. Prohibition On Work Of Pharmacy Assistants

No employer shall require or permit any pharmacy assistant employee to work in or in connection with the sale or offering or exposing for sale by retail of goods in any pharmacy after the closing time fixed by or under the *Shops and Industries Act 1962*, in respect of such shop.

No pharmacy assistant employee shall work in or in connection with the sale or offering or exposing for sale by retail of goods in any pharmacy after the closing time fixed by or under the *Shops and Industries Act 1962*, in respect of such shop.

Notwithstanding the provisions of sub-clauses (i) and (ii) of this clause, pharmacy assistant employees may work at any time in connection with the sale of medicinal or surgical goods, as defined in the *Shops and Industries Act 1962*, and/or prescriptions whilst and when the terms and conditions and requirements of section 89A of the last mentioned Act are being complied with.

No employer shall require or permit any pharmacy assistant employee to remain or be in any pharmacy which is open after the closing time fixed by or under the *Shops and Industries Act 1962*, in respect of such shop.

Pharmacy assistant employees shall not be required to wash floors, sweep pavements, clean lavatories, or clean the exterior of windows other than for the purpose of removing occasional defacements.

9. WAGES.

The following wages are inclusive of a 3% pay increase.

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Regular Weekly and Part-time employees		ORDINARY HOURS										Overtime	
		Monday - Friday Ordinary Hours 6am-8.30am 9pm to 12 Midnight 8.30 am to 7.00 pm Hourly Rate	7pm to 9pm Time + 1/4	Saturday Ordinary Hours 6 am to 8.30 am 6pm to 12 midnight Time + 1/2	8.30 am to 6pm (except for overtime) Time + 1/4	Sunday All Day Double time	Public Holidays Double Time + 1/2	First 2 hours Time + 1/2	Over 2 hrs All after 6pm Sat + all day Sun Double Time				
Pharmacy Assistants	Weekly Wage Rate based on 38 hours 8.30 am to 7.00 pm												
	Competency Level 1 - 1st 6 mths	\$631.08	24.91109	20.75924	24.91109	20.75924	33.21479	41.51849	24.91109	33.21479			
	Competency Level 1	\$642.41	25.35833	21.13194	25.35833	21.13194	33.81111	42.26388	25.35833	33.81111			
	Competency Level 2	\$653.64	25.80150	21.50125	25.80150	21.50125	34.40200	43.00250	25.80150	34.40200			
Competency Level 3	\$678.36	26.77729	22.31441	26.77729	22.31441	35.70305	44.62882	26.77729	35.70305				
Competency Level 4	\$715.44	28.24097	23.53414	28.24097	23.53414	37.65463	47.06829	28.24097	37.65463				
20 Years													
Competency Level 1 - 1st 6 mths	\$567.97	22.41998	18.68332	22.41998	18.68332	29.89331	37.36664	22.41998	29.89331				
Competency Level 1	\$578.17	22.82250	19.01875	22.82250	19.01875	30.42999	38.03749	22.82250	30.42999				
Competency Level 2	\$588.27	23.22135	19.35113	23.22135	19.35113	30.96180	38.70225	23.22135	30.96180				
Competency Level 3	\$610.52	24.09956	20.08297	24.09956	20.08297	32.13275	40.16593	24.09956	32.13275				
Competency Level 4	\$643.89	25.41688	21.18073	25.41688	21.18073	33.88917	42.36146	25.41688	33.88917				
19 Years													
Competency Level 1 - 1st 6 mths	\$504.86	19.92887	16.60739	19.92887	16.60739	26.57183	33.21479	19.92887	26.57183				
Competency Level 1	\$513.93	20.28666	16.90555	20.28666	16.90555	27.04888	33.81111	20.28666	27.04888				
Competency Level 2	\$522.91	20.64120	17.20100	20.64120	17.20100	27.52160	34.40200	20.64120	27.52160				
Competency Level 3	\$542.69	21.42183	17.85153	21.42183	17.85153	28.56244	35.70305	21.42183	28.56244				
Competency Level 4	\$572.35	22.59278	18.82732	22.59278	18.82732	30.12371	37.65463	22.59278	30.12371				
18 Years													
Competency Level 1 - 1st 6 mths	\$441.76	17.43776	14.53147	17.43776	14.53147	23.25035	29.06294	17.43776	23.25035				
Competency Level 1	\$449.69	17.75083	14.79236	17.75083	14.79236	23.66777	29.58472	17.75083	23.66777				
Competency Level 2	\$457.55	18.06105	15.05088	18.06105	15.05088	24.08140	30.10175	18.06105	24.08140				
Competency Level 3	\$474.85	18.74410	15.62009	18.74410	15.62009	24.99214	31.24017	18.74410	24.99214				
Competency Level 4	\$500.81	19.76868	16.47390	19.76868	16.47390	26.35824	32.94780	19.76868	26.35824				
17 Years													
Competency Level 1 - 1st 6 mths	\$378.65	14.94666	12.45555	14.94666	12.45555	19.92887	24.91109	14.94666	19.92887				
Competency Level 1	\$385.45	15.21500	12.67916	15.21500	12.67916	20.28666	25.35833	15.21500	20.28666				
Competency Level 2	\$392.18	15.48090	12.90075	15.48090	12.90075	20.64120	25.80150	15.48090	20.64120				
Competency Level 3	\$407.01	16.06637	13.38864	16.06637	13.38864	21.42183	26.77729	16.06637	21.42183				
16 Years													
Competency Level 1 - 1st 6 mths	\$315.54	12.45555	10.37962	12.45555	10.37962	16.60739	20.75924	12.45555	16.60739				
Competency Level 1	\$321.21	12.67916	10.56597	12.67916	10.56597	16.90555	21.13194	12.67916	16.90555				
Competency Level 2	\$326.82	12.90075	10.75063	12.90075	10.75063	17.20100	21.50125	12.90075	17.20100				
Less than 16 Years													
Competency Level 1 - 1st 6 mths	\$252.43	9.96444	8.30370	9.96444	8.30370	13.28592	16.60739	9.96444	13.28592				
Competency Level 1	\$256.96	10.14333	8.45278	10.14333	8.45278	13.52444	16.90555	10.14333	13.52444				
Competency Level 2	\$261.46	10.32060	8.60050	10.32060	8.60050	13.76080	17.20100	10.32060	13.76080				

Notes re WAGES SHEET FOR FULL TIME AND PART-TIME EMPLOYEES:

1. Overtime rate is time and one half for the first two hours, thereafter double time, except all at double time after 6.00pm Saturday and all day Sunday.
2. Permanent part-time employees (not less than 12 hours) receive the appropriate hourly rate multiplied by the number of hours worked, and must be rostered as with regular full-time employees. They receive all other benefits pro-rata.
3. Uniform allowance is \$5.50 or \$9.20 per week. Meal allowance is \$12.30
4. Traineeship rates refer to the next set of tables.
5. Refer to Classification Clause for information on classifying employees.
6. Employees MUST be re-classified according to these new competency-based classifications by 2 JANUARY 2004.
7. Junior rates shall be calculated to the nearest five cents, any part of five cents not exceeding half of five cents to be disregarded.
8. Payslips must be issued to all staff and a full copy of the Award & wages must be displayed at the workplace

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CASUAL EMPLOYEES PHARMACY ASSISTANTS	Column 1 Monday to Friday 12.01 am to 9 pm Saturday 12.01 am to 12.30 pm Includes 17.5% casual loading	Column 2 Monday to Friday 9am to midnight Saturdays after 12.30 pm, Sundays and Public Holidays Includes 25% casual loading	Column 3 Holiday Pay Add 1/12 of Column 1 Rate
Adult			
Competency Level 1 - 1st 6 mths	19.51369	20.75924	1.62614
Competency Level 1	19.86402	21.13194	1.65634
Competency Level 2	20.21118	21.50125	1.68426
Competency Level 3	20.97554	22.31441	1.74796
Competency Level 4	22.12210	23.53414	1.84351
20 Years*			
Competency Level 1 - 1st 6 mths	17.56232	18.68332	1.46353
Competency Level 1	17.87762	19.01875	1.48980
Competency Level 2	18.19006	19.35113	1.51584
Competency Level 3	18.87799	20.08297	1.57317
Competency Level 4	19.90989	21.18073	1.65916
19 Years*			
Competency Level 1 - 1st 6 mths	15.61095	16.60739	1.30091
Competency Level 1	15.89122	16.90555	1.32427
Competency Level 2	16.16894	17.20100	1.34741
Competency Level 3	16.78043	17.85153	1.39837
Competency Level 4	17.69768	18.82732	1.47481
18 Years*			
Competency Level 1 - 1st 6 mths	13.65958	14.53147	1.13830
Competency Level 1	13.90482	14.79236	1.15873
Competency Level 2	14.14782	15.05088	1.17899
Competency Level 3	14.68288	15.62009	1.22357
Competency Level 4	15.48547	16.47390	1.29046
17 Years*			
Competency Level 1 - 1st 6 mths	11.70821	12.45555	0.97568
Competency Level 1	11.91841	12.67916	0.99320
Competency Level 2	12.12671	12.90075	1.01056
Competency Level 3	12.58533	13.38864	1.04878
16 Years*			
Competency Level 1 - 1st 6 mths	9.75684	10.37962	0.81307
Competency Level 1	9.93201	10.56597	0.82767
Competency Level 2	10.10559	10.75063	0.84213
Less than 16 Years*			
Competency Level 1 - 1st 6 mths	7.80548	8.30370	0.65046
Competency Level 1	7.94561	8.45278	0.66213
Competency Level 2	8.08447	8.60050	0.67371

Notes re WAGES SHEET FOR CASUAL EMPLOYEES:

1. Minimum start payment as for 2 hours.
2. Annual Holiday Pay - add 1/12 Ordinary Rate (Column 3) to all hours worked. The Guild strongly recommends payment of this 1/12th after each day, week or specified period of engagement, **but it must be paid**. 1/12th Annual Holiday payment must be identified as a separate payment in the wages book and payslips.
3. The casual loadings cover all incidents of the employment except Annual Holidays (referred to above) i.e. there is no additional 17.5% Annual Leave Loading, overtime, sick leave, uniform allowance, etc.
4. Employees **MUST** be re-classified according to these new competency-based classifications by 2 JANUARY 2004.
5. Junior rates shall be calculated to the nearest five cents, any part of five cents not exceeding half of five cents to be disregarded.

**RATES OF PAY FOR PHARMACY ASSISTANTS UNDERTAKING A CERTIFICATE II TRAINEESHIP
EMPLOYED BY CONSTITUTIONAL CORPORATIONS**

<i>Full Time trainees*</i>	Highest Year of Schooling Completed		
	YEAR 10 \$	YEAR 11 \$	YEAR 12 \$
School Leaver	260.59	287.37	333.72
Plus 1 year out of school	287.37	333.72	384.19
Plus 2 years	333.72	384.19	451.14
Plus 3 years	384.19	451.14	515.00
Plus 4 years	451.14	515.00	515.00
Plus 5 years or more	515.00	515.00	515.00

**This full time rate assumes the average proportion of time spent in training is 20% ON the job*

<i>Part-time Trainees#</i>	Highest Year of Schooling Completed		
	YEAR 10 \$	YEAR 11 \$	YEAR 12 \$
School Leaver	8.5902	9.4554	10.9798
Plus 1 year out of school	9.4554	10.9798	12.6381
Plus 2 years	10.9798	12.6381	14.8526
Plus 3 years	12.6381	14.8526	16.9126
Plus 4 years	14.8526	16.9126	16.9126
Plus 5 years or more	16.9126	16.9126	16.9126

The part-time hourly rate assumes the employee will train OFF the job

School based Traineeships

Year 11 weekly	Year 11 P/T hourly#	Year 12 weekly	Year 12 P/T hourly#
\$260.59	\$8.59	\$287.37	\$9.46

The part-time hourly rate assumes the employee will train OFF the job

“Out of School” refers only to periods of school beyond Year 10, and shall be deemed to:

- Include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
- Include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- Include any period during a calendar year in which a year of schooling is completed;
- Have effect on the anniversary date being January 1, in each year. This means that a trainee’s wage increases on 1 January, not on their anniversary date with the pharmacy nor on the employee’s birthday.

9.3. Junior Pharmacy Assistants shall receive the following percentages of the appropriate adult rate for Pharmacy Assistant:

Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

Casual Pharmacy Assistants -

9.4.4. A casual pharmacy assistant employee shall be paid at the rate per hour of 1/38 of the prescribed weekly rate for the appropriate classification, plus an additional loading of **25.83** per cent (this is inclusive of the 17.5 per cent Casual Loading plus the 1/12th holiday pay component); provided that for the time worked by a casual pharmacy assistant employee employed after 9.00pm on Monday to Friday, inclusive, after 12.30pm on a Saturday or on a Sunday or a holiday defined in clause 22, Holidays, the loading shall be **33.3** per cent (this includes the aforementioned 25.83 per cent plus the additional 7.5 per cent for these hours). This loading is intended to compensate casual pharmacy assistant employees for all incidents of the employment and is to be payable for work done at any hour of the day or on any day of the week or public holidays. To avoid any doubt the casual loading is paid in lieu of any entitlement to any paid annual leave or paid personal carers leave under this agreement and in lieu of any penalty loadings specified in clause 9.5 and in lieu of overtime payments specified in clause 18.

9.4.5. A casual pharmacy assistant employee shall be entitled to payment for a minimum of 2 hours worked in respect of each start.

9.5. Penalties and Loadings on Ordinary hours

The following penalty rates shall be paid to employees other than casual pharmacy assistants in respect to ordinary hours of work:

Monday to Friday inclusive:	Pharmacy Assistants
Between midnight and 7.00am	Overtime
Between 7.00am and 8.30am	the ordinary rate of pay plus 50%
Between 8.30am and 7.00pm	The ordinary rate
Between 7.00pm and 9.00pm	the ordinary rate of pay plus 25%
Between 9.00pm and midnight	the ordinary rate of pay plus 50%
Saturday	
Between midnight and 7.00am	Overtime
Between 7.00am and 8.00am	the ordinary rate of pay plus 50%
Between 8.00am and 8.30am	the ordinary rate of pay plus 50%
Between 8.30am and 6.00pm	the ordinary rate of pay plus 25%
Between 6.00pm and midnight	the ordinary rate of pay plus 50%
Sunday	
Between midnight and 7.00am	The ordinary rate plus 100%
Between 7.00am and midnight	The ordinary rate plus 100%
Public holidays	
Between 7.00am and midnight	the ordinary rate of pay plus 150%

9.7. Where an employer and employee agree time off at the penalty equivalent, or any part of it, may be taken in lieu of penalty payments for Public Holidays only. Provided that such time off is taken within 28 days or is accumulated and added to the period of annual leave.

9.8. Payment of Wages

9.8.1. Wages will be paid either weekly or fortnightly, in accordance with the contract of employment or in accordance with the work cycle or as otherwise agreed between the employer and the employee.

9.8.2. Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer additional costs associated with the introduction and operation of electronic funds transfer shall be paid for by the employer.

9.8.3. The day fixed for payment of wages must not be changed except by giving the employees a months notice.

9.8.4. On termination wages must be paid either on the date of termination or no later than the normal pay day.

9.8.5. Where payment of wages is in cash such payment must occur on an employees normal workday.

9.8.6. Wages must be paid and be available to an employee no later than on the fourth day after the end of the pay cycle.

9.9 Higher Duties Payment

9.9.2 Where a pharmacy assistant employee performs the duties of a pharmacy assistant at a higher competency level for a minimum of two hours they shall be paid at the appropriate higher rate in accordance with this agreement for all such hours worked on that day.

10. MINIMUM WAGE and WAGE AND ALLOWANCE INCREASES.

10.1 Subject to 10.2, no adult employee can be paid less than the standard State Minimum Wage or when transferred to the Federal system, Wage Decisions issued by Fair Work Australia.

10.2 Where a special State (or subject to 10.1, Federal) minimum wage has been determined for junior employees, employees with a disability or employees to whom training arrangements apply the relevant employees cannot be paid less than the relevant special State (or subject to 10.1, Federal) Minimum Wage.

10.3 No employee can be paid less than the State (or subject to 10.1 Federal) Minimum Wage which has been derived from either of the awards and adjusted by determinations of the relevant Wage Setting body

10.4 Wages in this Agreement will be increased at the same time as and in the same manner as any determination by the relevant Wage Setting body to increase wage rates.

10.5 Allowances which are work related allowances or expense related allowances will move in the same manner and at the same time as any decision of the relevant Wage Setting body to increase the work related allowances or expense related allowances, in the awards.

10.6 During the third year of this Agreement, Wages, Loadings, Penalties and Allowances (transitional matters) will be the adjusted to reflect those applying to the Pharmacy Industry Award 2010 provided that:

10.6.1 the first adjustment will occur on 1 January 2012

10.6.2 the second adjustment will occur on 1 July 2012

10.6.3 Adjustments will occur in increments of 20% (ie, 20% of the difference between the wages, loadings, penalties and allowances contained in this Agreement and those contained in the Pharmacy Industry Award 2010)

10.7 Wages Sheets to reflect these transitional arrangements will be developed and agreed between the NSW Branch of the SDA and the NSW Branch of the Pharmacy Guild (the Guild) and will be distributed by the Guild to each employer named in this Agreement.

11. ALLOWANCES

11.1. Uniforms

Where an employer requires an employee to wear a uniform the employer must supply the uniform to the employee and where the employer does not clean or launder the uniform the employer must pay to the employee an allowance of \$5.50 per week or, if the uniform requires ironing, \$9.20 per week.

11.2 Vehicle allowance

Where an employee is required to use his or her own vehicle in the performance of their duties an allowance shall be paid as follows:

Engine capacity (cc)

up to 1600	55.1 cents per kilometre
1601 to 2600	62.8 cents per kilometre
Over 2601	64.9 cents per kilometre

11.3 Allowances which are work related allowances or expense related allowances will move in the same manner and at the same time as any decision of the relevant Wage Setting body to increase the work related allowances or expense related allowances, in the awards.

11.4. Pharmacy assistant employees temporarily transferred or living away from home

- (i) A pharmacy assistant employee temporarily transferred from one branch of an employer's business to another shall be reimbursed for any additional fares which the employee incurs and shall be paid at ordinary rates for any additional time which the employee spends in travelling to and from the employee's place of temporary employment.
- (ii) A pharmacy assistant employee engaged for a period of less than three months in a shop the location of which necessitates the employee's living away from the employee's home shall be provided, free of charge, with suitable board and lodging, shall be reimbursed the cost of travelling once to the place of employment and return and, for each day the employee works, shall be paid at the rate of \$8.90, in addition to any other sums payable under this Award.

11.5 Recall allowance

A pharmacy assistant employee recalled to work on Saturday after 12.30 p.m. or on Monday to Friday after 7.00 p.m. shall be entitled to a minimum payment as for three hours' work.

11.6. Damage To Clothing And Physical Aids

Where the clothing and/or physical aids of a pharmacy assistant employee are damaged or destroyed by any substance used in the course of the pharmacy assistant employee's employment, the employer shall reimburse the pharmacy assistant employee to the full extent of the employee's loss.

For the purpose of this clause, the words "physical aids" shall be deemed to include crutches, artificial members, eyes or teeth, hearing aids, spectacle glasses and other artificial aids.

11.7. Meal Allowance for Overtime

11.7.1. A meal allowance of \$12.30 shall be paid where a meal break is required to be taken between a period of ordinary time and overtime or during a period of overtime.

11.7.2. The meal allowance need not be paid if 24 hours notice of the requirement to work overtime is given.

12. ANNUALISED SALARY

12.1 An annualised salary for employees may be developed for employees who are paid above Competency Level 4 rates. Such salary may be inclusive of overtime, penalty rates, payments for public holidays taken, annual leave taken, annual leave loading, meal allowance, recall allowances and meal break on call entitlements. Provided that the annual salary paid over a year was sufficient to cover what the employee would have been entitled to if all Agreement entitlements had been complied with when calculated on an individual basis according to the hours worked.

12.2 Provided that in the event of termination of employment prior to completion of a year the salary paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all Agreement entitlements had been complied with.

12.3 When payment in accordance with this clause is adopted, the employer shall keep a daily record of hours worked by the employee which shall show the date and start and finish times of the employee for the day. The record shall be countersigned weekly by the employee and shall be kept at the place of employment for a period of at least six years.

13. SALARY PACKAGING/SACRIFICING

Subject to meeting all necessary legislative requirements (including a written election by the employee), an employer and an employee may agree to substitute non-cash benefits in lieu of a proportion of either, the salary prescribed in clause 12 - Annualised Salary, or of wages, allowances or other payments to which the employee is entitled under this Agreement.

14. OFFSETTING AGAINST CONTRACT OF EMPLOYMENT

14.1 Any payment made under a contract of employment may be offset against any entitlement or payment arising under this agreement provided that the total remuneration payable under the contract of employment is equal to or greater than the total amount required to be paid under this agreement.

14.3 For the purpose of this clause payment includes the value of any salary packaging or salary sacrificing arrangement.

15. HOURS OF WORK

15.1 The ordinary hours of work shall not exceed an average of 38 per week to be worked in any one of the following forms:

15.1.1 38 hours within a work cycle not exceeding seven consecutive days; or

15.1.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

15.1.3 114 hours within a work cycle not exceeding 21 consecutive days; or

15.1.4 152 hours within a work cycle not exceeding 28 consecutive days.

15.2. Ordinary hours of work of may be worked between the hours of 7.00 am to midnight Monday to Sunday and shall not exceed twelve hours on any one day.

15.8. Pharmacy Assistants - Implementation Of Thirty-Eight Hour Week

15.8.1 In shops employing on a regular basis fifteen or more employees per week, unless specific agreement exists to the contrary between an employer and a Pharmacy Assistant employee, the Pharmacy Assistant employee shall not be required to work ordinary hours on more than nineteen days in each four week cycle.

15.8.2 Where specific agreement exists between an employer and a Pharmacy Assistant employee the Pharmacy Assistant employee may be worked on the basis of:

15.8.2(a) not more than 4 hours work on one day in each two week cycle;

15.8.2(b) not more than 6 hours work on one day per week.

15.8.3 In shops employing on a regular basis more than five employees but less than fifteen employees per week, unless specific agreement exists to the contrary between an employer and a Pharmacy Assistant employee, the Pharmacy Assistant employee may be worked ordinary hours on one of the following bases at the employer's discretion:

15.8.3(a) not more than 19 days work in each four week cycle;

15.8.3(b) not more than 4 hours work on one day in each two week cycle;

15.8.3(c) not more than 6 hours work on one day in each week.

Where specific agreement exists, between an employer and a Pharmacy Assistant employee, the Pharmacy Assistant employee may be worked on not more than 7.6 hours per day.

15.8.4 In shops employing on a regular basis five or less employees per week, Pharmacy Assistant employees may be worked their ordinary hours on one of the following bases at the employer's discretion:

15.8.4(a) not more than 19 days in each four week cycle;

15.8.4(b) not more than 4 hours work on one day in each two week cycle;

15.8.4(c) not more than 6 hours work on one day in each week;

15.8.4(d) not more than 7.6 hours work on any day.

15.8.5 Provided that, for the purposes of this clause, "employing on a regular basis" includes persons of the following types:

15.8.5(a) employees of the employer engaged on the premises whose terms of employment are not regulated by this Award;

15.8.5(b) employees other than those employed by the employer whose terms of employment are regulated by this Award and who regularly work on the premises performing work as demonstrators and the like but not including the employees of a bona fide franchiser operating on the premises.

15.8.6 Provided that the Pharmacy Assistant employees and a union where nominated by a Pharmacy Assistant employee to represent the Pharmacy Assistant employee may approach any employer to discuss the method of implementation in their shops.

15.9. Pharmacy Assistants - Rosters For Weekly And Regular Part-Time Employees

15.9.1 Within the hours fixed by this Award the employer shall fix the commencing and ceasing times of weekly and part-time Pharmacy Assistant employees and shall cause a roster showing such commencing and ceasing times to be posted in a prominent position in the shop.

15.9.2 Subject to the provisions of clause 15.8, the rosters for work may be arranged in any of the following forms:

15.9.2(a) Over any four days of the week, Monday to Sunday, provided that two of the rostered days off in any week are consecutive and one of those consecutive rostered days off is a Saturday or Sunday.

15.9.2(b) Over any five days of the week, Monday to Sunday.

15.9.2(c) Over any six days in one week, provided that only four days are worked in the following week with Saturday or Sunday being rostered days off in that week.

15.9.3 Except in the case of sickness or other emergency, a Pharmacy Assistant employee's starting and finishing times and rostered day off in accordance with clause 15.8, shall only be changed on not less than seven days notice.

15.9.4 Each roster shall bear the date on which it commenced to operate and the date of any change made to it and shall be kept by the employer for 18 months after the last date recorded thereon and shall be made available to any authorised person requesting it.

15.10. The provisions of clauses 15.8 and 15.9 are for the protection and benefit of Pharmacy Assistant employees. An existing or prospective Pharmacy Assistant employee may request, in writing with reasons given, to work for a specified period a roster or pattern of work which varies from the provisions of clauses 15.8 and 15.9. The employer may, at their discretion, accept in writing the request from the Pharmacy Assistant and where such request is accepted the agreed roster or pattern of work will prevail for the specified period over an inconsistent term of clauses 15.8 and 15.9.

16. MAKE-UP TIME

An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award.

17. BREAKS

17.1. Breaks shall be given as follows:

Work less than 4 hours	No rest break	No meal break
Work at least 4 hours but less than 5 hours	One 10 minute rest break	No meal break
Work at least 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes
Work 7 hours but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	One meal break of at least 30 minutes
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	Two meal breaks each of at least 30 minutes.

17.2. The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.

17.3. An employee cannot be required to take a rest break or meal break close to or joined with either the commencement or cessation of work and an employee cannot be required to take a rest break or breaks combined with a meal break.

17.4. Rest breaks are paid breaks and meal breaks are unpaid breaks.

17.6. Notwithstanding the provisions of 17.1, 17.2 or 17.3 an employer and an employee or group of employees may agree to any method or pattern of taking rest breaks and meal breaks provided that the agreement is in writing and is genuinely made by the employee or employees and is not made for the specific purpose of avoiding an employer's responsibility under this provision.

18. OVERTIME

18.1.2 A pharmacy assistants shall be paid overtime for all work in excess of an average of 38 hours per week in accordance with clause 15; or in excess of five days per week or a six day/four-day roster or a four-day roster as prescribed in subclause 15.9.2 or, performed outside rostered hours.

18.3. Pharmacy Assistants

18.3.1. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter, except when worked on Sunday when it shall be paid for at the rate of double time.

18.3.2. In computing overtime, except where a Pharmacy Assistant employee is required to work after closing time to attend to customers then in the shop when only time actually worked shall count, less than 30 minutes shall be reckoned as 30 minutes and more than 30 minutes shall be reckoned as an hour.

18.4 Time off in lieu of payment for overtime

18.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

18.4.2 Overtime taken as time off during ordinary time hours shall be taken at the overtime rate.

18.4.3 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked where such time has not been taken within four weeks of accrual.

18.4.4. An employee shall be entitled to a fresh choice of payment or time off on each occasion overtime is worked.

18.5. Reasonable Overtime

18.5.1. Subject to clause 18.5.2 an employer may require an employee to work reasonable overtime at overtime rates or have time off in lieu of payment for overtime as per clause

18.5.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

18.5.2(a) any risk to employee health and safety;

18.5.2(b) the employee's personal circumstances including any family responsibilities;

18.5.2(c) the needs of the workplace or enterprise;

18.5.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

18.5.2(e) any other relevant matter.

19. PUBLIC HOLIDAYS

19.1 Public Holidays

19.1.1 Full-time and part-time employees shall be entitled, without loss of pay, to holidays on the following days:

New Year's Day (or substitute holiday declared in New South Wales), Good Friday, Easter Saturday, Easter Monday, Christmas Day (or substitute holiday declared in New South Wales) and Boxing Day (or substitute holiday declared in New South Wales), Australia Day, Anzac Day, Queen's Birthday and Labour Day; and an additional holiday being the first Tuesday in November, (or as an alternative to the first Tuesday in November, on any other day mutually agreed to between the employer and the employee). Provided that in no circumstances shall an employee forfeit the entitlement to the additional holiday and where an employee's employment terminates prior to the taking of such additional day the employee shall receive an additional day's pay on termination

19.1.2 Additional Holidays

Where in a State public holidays are declared or prescribed on days other than those set out in 19.1.1 above, those days shall constitute additional holidays for pharmacy assistants for the purpose of this Agreement

Additional Provisions for Pharmacy Assistants

19.7.1. A pharmacy assistant employee working on a holiday as defined in sub-clause 19.1 of this clause shall be reimbursed in one of the following three alternatives at the employer's choice:

19.7.1(a) At the rate of double time and one-half the ordinary rate as prescribed in clause 9.2, or

19.7.1(b) At time and one-half the ordinary rate prescribed in clause 9.2 and in addition the employee shall be allowed one day off work payable at the normal rate, or

19.7.1(c) Time and one-half the ordinary rate of pay as prescribed in clause 9.2, plus one extra day added to the employee's annual holidays.

19.8. Rostered Day Off Falling On A Holiday

19.8.1 Where a pharmacy assistant employee's rostered day off (either as part of a 19-day month cycle as provided in clause 18.8, or as part of a roster as provided in clause 18.9 falls on a day prescribed as a holiday in clause 19, the employee shall be paid at the employer's choice by one of the following methods:

19.8.1(a) Payment of an additional day's wages equivalent to the ordinary number of hours worked by the pharmacy assistant employee on the same day in the previous similar roster.

19.8.1(b) Addition of one equivalent day to the pharmacy assistant employee's annual holidays.

19.8.1(c) Another equivalent day may be allowed off, with pay, to the pharmacy assistant employee within 28 days after the holiday falls.

19.8.2 Part-time pharmacy assistant employees shall be entitled to the same benefits under this clause in the same proportion of the total benefits as their normal working hours are a proportion of 38.

19.8.3 Weekly and part-time pharmacy assistant employees who have the same day off each week or roster, which day coincides with a day prescribed as a holiday in clause 19.1, shall not be entitled to any additional payment or time off in lieu.

20. DISPUTE SETTLING PROCEDURE

20.1. In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

20.2. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

20.3. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

20.4. While the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

20.5. The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

21. PERSONAL LEAVE FOR PERSONAL INJURY OR ILLNESS

21.1 A full-time or part time employee who is unable to attend or remain at their place of employment on account of personal illness or injury is entitled to paid personal leave for personal injury or illness without deduction of ordinary pay where the employee has an accrued entitlement to paid personal leave.

21.2.1 An employee will accrue an entitlement to paid personal leave each 4 weeks on the basis of 1/26th of the number of hours worked by the employee for the employer during that 4 week period.

21.2.2 Personal leave will be fully cumulative from year to year.

Notice Requirements

21.3 The employee must notify the employer as soon as reasonably practicable of the employee's inability to attend for work, and as far as possible state the nature of the illness and the estimated duration of the absence. Such advice, other than in extraordinary circumstances will be given to the employer within 24 hours (48 for pharmacy assistants) of the commencement of the absence. This paragraph does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

Documentary Evidence

21.4.1 The employee must provide the employer with satisfactory evidence that they were unable on account of such illness or injury, to attend for work. Satisfactory evidence includes a certificate from a registered health practitioner or a statutory declaration. An employer may accept other forms of evidence.

General provisions

21.5. An employee will not be entitled to paid sick leave for any period in respect of which they are entitled to worker's compensation.

21.6. Sick leave does not accrue during a period of leave without pay.

21.7. This clause does not apply to casual employees.

22. PERSONAL LEAVE TO CARE FOR AN IMMEDIATE FAMILY MEMBER OR HOUSEHOLD MEMBER

22.1 Use of Personal Leave

22.1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support because of a personal illness or injury of the family or household member, or who has the responsibility for caring for members of their immediate family or household due to an unexpected emergency affecting the family or household member is entitled to use (subject to the remainder of this clause) any personal leave entitlement which accrues for absences to provide care and support for such persons.

22.1.2 The employee shall, if required, establish by production of a certificate from a registered health practitioner or statutory declaration, the illness or injury of the person concerned.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

22.1.3 The entitlement to use personal leave in accordance with this clause is subject to:

22.1.3(a) The employee being responsible for the care of the person concerned; and

22.1.3(b) The person concerned being either:

22.1.3(b)(i) A member of the employee's immediate family; or

22.1.3(b)(ii) A member of the employee's household.

22.1.4 The term immediate family includes:

22.1.4(a) a spouse, child, parent, grandparent, grandchild or sibling of the employee; or

22.1.4(b) child, parent, grandparent, grandchild or sibling of a spouse of the employee.

22.1.5 A spouse includes the following: a former spouse, a de facto spouse and/or a former de facto spouse.

22.1.6 A de facto spouse of an employee, means a person of the opposite sex to the employee who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee.

22.1.7 A child includes the following: an adopted child, a step-child, an ex-nuptial child and/or an adult child.

22.1.8 In addition, in the case of pharmacy assistants, the term parent includes a legal guardian or foster parent and the term child includes a foster child and the term immediate family includes a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

22.1.9 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

22.1.10 Not more than 10 days paid leave for the specific purpose of providing care for family can be taken in any one year.

22.2 Unpaid leave for carer's purpose

22.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

22.2.2 Where an employee has exhausted all paid personal leave entitlements (or where the employee is a casual employee, with no entitlement to paid personal leave), the employee is entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

23. ANNUAL LEAVE

23.1 Full-time employees are entitled to four weeks annual leave per annum without loss of ordinary pay. Part-time employees are entitled to pro-rata annual leave. Annual leave shall accrue on a 4 weekly basis, on the basis of the employee's actual hours worked in the past 4 weeks.

23.2 Employees will be paid an additional loading of 17½% of their ordinary pay.

23.3 This leave is to be taken at a mutually convenient time within six months of becoming due or as otherwise agreed between the employer and the employee. Unused leave shall continue to accrue. If the employee has accrued more than 2 years' entitlement to annual leave (ie more than 40 days accrued leave, for a full-time employee) the employer may direct the employee to take leave with one months notice in accordance with the limitations set out in the Act (for example, if an employee has accrued 8 weeks' leave, the employer may only direct the employee to take 2 weeks' leave).

23.4 By agreement between the employer and employee annual leave may be taken in advance of its accrual. No loading is payable to an employee who takes annual leave wholly or partly in advance, provided that if the employment of such an employee continues until the employee would have become entitled to annual leave, then the loading becomes payable in respect of the period of annual leave taken in advance.

23.5 Where annual leave is taken and paid in advance, the employer is entitled to recover any monies owing from termination payments due where the employment is terminated without the annual leave accruing.

23.6 Where a public holiday occurs during an employees period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, a day of equivalent length shall be added to their annual leave.

23.7 Untaken leave will be paid out on termination of employment. The loading prescribed in this clause shall not apply to proportionate leave on termination of employment and additionally in the case of pharmacy assistants, shall not apply to any accrued annual leave paid out on termination.

23.8 Annual leave does not accrue during a period of leave without pay.

23.9 Annual leave may be taken within single periods up to a maximum of 10 single days per annum.

23.10 This clause does not apply to casual employees.

24. COMPASSIONATE LEAVE

24.1 An employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a member of the employee's immediate family or household.

24.2 Payment in respect of bereavement leave is to be made only where the employee would have been on duty and shall not apply where it coincides with any other period of leave.

24.3 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and if requested, the employee will provide to the employer proof (of a kind reasonably required by the employer) of the death.

24.4. Bereavement leave may be taken in conjunction with other leave available under this agreement. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

25. LONG SERVICE LEAVE

For long service provisions refer to the Long Service Leave Act 1955 (NSW).

26. PARENTAL LEAVE

Parental leave will be given in accordance with the provisions of the Relevant Industrial legislation.

27. TERMINATION OF EMPLOYMENT

27.1 Notice of termination by employer

In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

27.1.1(b) any other employee shall receive:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

27.1.2 In addition to the notice in clause 27.1.1 hereof, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.

27.1.3 Payment in lieu of the prescribed notice in clauses 27.1.1 and 27.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

27.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

27.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

27.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, (for example) allowances, loading and penalties; and

27.1.4(c) any other amounts payable under the employee's contract of employment.

27.1.5 The period of notice in this clause does not apply:

27.1.5(a) in the case of dismissal for serious misconduct;

27.1.5(b) to employees engaged for a specific period of time or for a specific task or tasks;

27.1.5(c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

27.1.5(d) to casual employees.

27.1.6 Continuous service is defined in clause 6 of this Agreement.

27.2 Notice of termination by an employee

27.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

27.2.2 If an employee fails to give the notice specified in clause 27.1.1 hereof, then subject to the requirements of the Relevant Industrial legislation the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 27.1.4 hereof.

27.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee, after consultation with the employer.

27.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 28 hereof, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

27.5 A Pharmacy Assistant employee who has been employed by the employer for more than one month and whose employment is terminated, otherwise than for wilful misconduct, on the working day preceding a public holiday or successive public holidays shall be entitled to a day's pay for such holiday or each of such holidays.

27.6 A Pharmacy Assistant employee who has been employed for not less than one month on leaving or being discharged shall be entitled to a statement, in writing, containing the date when the employment began and the date of its termination. The statement shall be the property of the employee.

28. INTRODUCTION OF CHANGE AND REDUNDANCY

28.1 Application

28.1.1. This clause shall apply to full-time and part-time employees.

28.1.2. This clause shall apply to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of clause 27 Termination of Employment. For the purposes of calculating the number of employees employed by an employer, related bodies corporate (within the meaning of S.50 of the Corporations Act 2001) and associated entities (within the meaning of S.50AAA of the Corporations Act 2001) are taken to be one entity.

28.1.3. This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

28.1.4. This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

28.2 Introduction of Change

28.2.1. Employers duty to notify -

28.2.1(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where requested by employees, to the union to which they belong.

28.2.1(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this agreement makes provision for alteration of any of the matters referred to in this clause, an alteration shall be deemed not to have significant effect.

28.2.2. Employer's duty to discuss change -

28.2.2(a) The employer shall discuss with the employees affected and where requested by employees the union to which they belong, inter alia, the introduction of the changes referred to in subclause 28.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.2(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 28.2.1 above.

28.2.2(c) For the purpose of such discussion, the employer shall provide to the employees concerned and where requested by the employees the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.3 Redundancy

This clause does not apply to employers with less than 15 employees.

28.3.1. Discussions before terminations -

28.3.1(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and, where requested by the employees, with the union to which they belong.

28.3.1(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

28.3.1(c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and where requested by the employees, the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.4 Termination of Employment

28.4.1. Notice for Changes in Production, Programme, Organisation or Structure –

Subject to clause 28.4.2, the requirement to give notice of termination to an employee or to make payment in lieu of notice is set out in clause 27.1.:

28.4.2. Notice for technological change –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from changes to technology.

28.4.2 (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

28.4.2 (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.4.2 (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of *Long Service Leave and Annual Leave*.

28.4.3. Time off during the notice period -

28.4.3 (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

28.4.3 (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

28.4.4. Employee leaving during the notice period -

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this subclause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

28.4.5. Statement of employment -

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

28.4.6. Notice to Centrelink -

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

28.4.7. Employment Separation Certificate -

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

28.4.8. Transfer to lower paid duties -

Where an employee is transferred to lower paid duties for reasons set out in subclause 27.2, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

28.5 Severance Pay

28.5.1. Where an employee is to be terminated pursuant to 28.4, Termination of Employment the employer shall pay the following severance pay in respect of a continuous period of service:

28.5.1(a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

28.5.1(b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

28.5.1(c) 'Week's pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances.

28.5.2. Incapacity to pay

The Commission may vary the severance pay obligations of an employer on the basis of the employer's incapacity to pay, on application of the employer. Such an application may be dealt with by the Commission as a dispute about the application of this Agreement.

28.5.3. Alternative Employment

An employer in a particular redundancy case, may make application to the Commission under clause 20 to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. Such an application may be dealt with by the Commission as a dispute about the application of this Agreement.

28.6. Where a Union is nominated by employees to participate in the consultation process it is the specific intention of this Agreement that no right is conferred on an official of an organisation of employees to enter the premises of the employer and that no right is conferred on an organisation of employees to participate in, or represent an employee bound by this Agreement in, the whole or part of a dispute settling procedure.

29. ENTERPRISE FLEXIBILITY PROVISIONS

29.1 Where an employer or employees wish to discuss at the enterprise or workplace about how the Agreement could be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following provisions shall apply:

29.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established; and

29.1.2 For the purpose of the consultative process an employee may nominate a Union or another to represent him or her.

29.1.3. Where a Union is nominated by employees to participate in the consultation process, no right is conferred on an official of an organisation of employees to enter the premises of the employer and that no right is conferred on an organisation of employees to participate in, or represent an employee bound by this Agreement in a dispute settling procedure.

30. COMMITMENT TO TRAINING AND CAREERS

30.1. The employer and employees acknowledge that varying degrees of training are provided to employees in the pharmacy industry, both via internal, on-the-job and through external training providers. In particular the Pharmacy Guild of Australia is a registered training organisation offering Pharmacy Traineeships and a range of other qualifications for pharmacy assistants.

30.2. The employer and employees commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

30.3. It is agreed that the employer and employees will co-operate in ensuring that appropriate training is available for all employees in the pharmacy industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training. The employer may make such training available where it is practicable.

30.4 The costs of training are the responsibility of the employer only where the employer specifically requires an employee to undertake such training. In all other cases the costs of training will be borne by the employee subject to any agreement between the employer and the employee as to a sharing of the costs of training.

30.5. The employer and employees are committed to encouraging young people to view the pharmacy industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

30.6 Where training is constituted by a training arrangement nothing in this clause is taken to reduce any entitlement of the employer or employee under the training arrangement.

31. SUPERANNUATION

31.1 The subject of superannuation is dealt with extensively by legislation and it is this legislation, as varied from time to time, which generally governs the superannuation rights and obligations of the parties.

31.2 Quantum of Contributions

31.2.1 The employer will make a superannuation contribution to a nominated fund on behalf of each employee as follows:

Employees who earn \$450 or more in any calendar month	9% superannuation contribution
Employees who earn less than \$450 in any calendar month	3% superannuation contribution

Where the legislation specifies a higher rate of superannuation contribution for any employee then that higher rate will apply.

31.2.2 Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer.

31.3 Notional earnings base

The employee's "notional earnings base" for the purpose of the *Superannuation Guarantee (Administration) Act 1992* shall be the employee's "ordinary time earnings", which shall include classification rates, over-agreement payments, casual loadings, penalty rates (excluding overtime rates) shift loadings, performance based bonuses and allowances.

31.4 Effect of Salary Sacrificing

Where salary sacrificing or salary packaging occurs then for the purpose of calculating the earnings referred to in 31.2.1 or the employee's "notional earnings base" referred to in 31.3 any amount of "ordinary time earnings" that has been salary sacrificed is to be included.

31.5 Specification of Fund

31.5.1 Superannuation contributions shall be placed in one of the following funds, as nominated by the employee, the Guild Super Fund, the Professional Employees Superannuation Fund,, or the Retail Employees Superannuation Trust.

31.5.2 The employer must give each employee a "key features" statement about each fund, prepared by the relevant funds, together with relevant application forms.

31.5.3 An employee may change their nominated fund and the employer must act on the nomination if more than twelve months has elapsed since acting on the employees previous nomination.

31.6 Additional Employee Contributions

31.6.1 An employee may make contributions to the fund in addition to those made by the employer under 31.2.1.

31.6.2 An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.

31.6.3 An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee, in accordance with 31.7, within fourteen days of receipt of the authorisation.

31.6.4 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions, in accordance with 31.7, within fourteen days of receipt of the authorisation.

31.7 Frequency of payment

Employer and employee contributions shall be paid to the fund monthly.

31.8 Statement of contributions

The employer will provide, at the employees request, a statement of the contribution paid on the employees behalf to the fund for the previous financial year. This statement will be provided as early as possible after the end of the financial year but need not be provided if the employees pay slips contain the relevant information.

32. SUPPORTED WAGE

32.1 Workers eligible for a supported wage

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. The following definitions will apply:

32.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

32.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

32.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

32.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

32.2 Eligibility criteria

32.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

32.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

32.3 Supported wage rates

32.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing, according to the following schedule:

Assessed capacity (clause 32.4)	% of prescribed agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

32.3.2 Provided that the minimum amount payable shall be not less than \$62 per week.

32.3.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

32.4 Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

32.4.1 The employer and (if the employee requests) a union party to the agreement, in consultation with the employee; or

32.4.2 The employer and an accredited assessor from a panel agreed by the employer and the employee.

32.5 Lodgment of assessment instrument

32.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

32.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment.

32.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

32.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

32.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

32.9 Trial period

32.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provision of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

32.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

32.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$62 per week.

32.9.4 Work trials should include induction or training as appropriate to the job being trialled.

32.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 32.4.

33. LOCKERS

Where there are five or more employees, an employer shall where practicable provide locker accommodation for each employee. Any dispute as to the practicability of providing the locker accommodation is to be dealt with in accordance with the disputes procedure of this Agreement

34. DINING ACCOMMODATION

Where there are five or more employees, an employer shall where practicable provide a room containing adequate seating accommodation with a sufficient supply of hot water to allow employees to partake of meals during their meal break. Any dispute as to the practicability of providing such a room is to be dealt with in accordance with the disputes procedure of this Agreement

35. SCHOOLS AND COURSES

35.1 Where (at the employer's request) an employee attends a school or course in his or her own time, and such course is aimed at improving the employee's knowledge of a particular product or products, then such an employee shall be paid at the rate of time and one-quarter for all time spent in attending such school or course.

35.2 Any employee who attends a school or course in his or her own time which extends past 6.30 pm shall in addition be paid a meal allowance of \$10.80 for pharmacy assistants, for each such day of attendance.

35.3 No employee shall be compelled to attend any such course in his or her own time nor shall any employee be jeopardised in their employment by way of refusal to attend any specific course in her or her own time.

36. ANTI-DISCRIMINATION

It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act, 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation.
- (b) offering or providing junior rates of pay to persons under 21 years of age.
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
- (d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTE

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

37. POSTING OF AGREEMENT

A current copy of this Agreement shall be exhibited by each employer in his/her pharmacy in a place accessible to all employees.

38. UNION RECOGNITION AND UNION MEMBERSHIP

The employer recognises the Shop, Distributive and Allied Employees Association as being a Union that has representation of employees who are covered by this agreement. This representation will extend to all terms and conditions of employment covered by this agreement.

It is the policy of the employer to recommend to all of its employees subject to this agreement to join the Union. Accordingly, the employer undertakes to positively promote union membership by recommending that all employees join the Shop, Distributive and Allied Employees Association.

All employees, including new employees at the point of recruitment, shall be given an application form to join the Union together with any appropriate literature provided by the Union and also a statement of the employer's policy.

The employer undertakes upon authorisation to deduct Union membership dues as levied by the Union in accordance with its rules from the pay of employees who are members of the Union. Such monies collected will be forwarded to the appropriate branch of the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

39. ROLE OF THE UNION

A Union Official visiting the premises of an employer will:

- (i) unless it is an urgent matter, provide 48 hours' notice to Proprietor or Pharmacist In Charge to the nominated address or fax number with details of the general intent and estimated length of the visit prior to any discussion with employees;
- (ii) minimise their time and interaction with employees in customer contact areas of the store;

- (iii) discuss issues in detail with employees in non service areas of the store;
- (iv) ensure there is no disruption in the general operations of the store;
- (v) prior to departure, notify the employer of any concerns or issues with the intent of seeking a satisfactory solution including the utilisation of the agreement's grievance procedure wherever appropriate;
- (vi) be provided with reasonable access to employees by the employer.

Paid Union meetings

The employer will provide the Union with one paid meeting of up to 1 hour's duration in each store in each calendar year, on the following basis:

- (i) normal store operations are to be maintained at all times;
- (ii) meetings are non cumulative and non transferable between stores;
- (iii) preferably meetings to be held in lunch or tea breaks;
- (iv) the employer is to be notified at least 48 hours in accordance with clause 39 prior to such meetings being sheduled.

The Union and the employer are fully committed to utilising the specified Grievance Procedure at all times.

40. UNION DELEGATES

A person elected or appointed as Union Delegate shall, upon notification to the employer, be recognised as the accredited representative of the Union. There shall be no more than one (1) Union Delegate per 20 employees at each workplace.

A Union Delegate shall have the right to discuss work related matters of concern of any employee or to convey information relating to the workplace to employees provided that the Union Delegate does not unduly interfere with the work in progress.

A Union Delegate shall be allowed a reasonable period of time at a mutually acceptable time and with the required notice period in accordance with clause 39, during working hours to interview an authorised official of the Union.

The Union Delegate shall have access to a telephone to contact a Union official to progress enquiries on behalf of a member on work related matters.

The Union Delegate shall have the right to place notices on notice boards within the shop. Provided that such notices are authorised by the Union and deal with legitimate Union matters.

The employer shall introduce to the Union Delegate all new employees within their first two days of employment.

41. TRADE UNION TRAINING LEAVE

A duly elected Union Delegate shall be granted up to five days unpaid leave each calendar year, non cumulative, to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency in the retail and pharmacy industries.

Each year the Union shall detail to the employer in writing in each state and territory, scheduled dates for training seminars. Such details shall be provided to the employer not less than one calendar month before the intended seminars, or such lesser period as may be agreed between the employer and the Union.

Written requests to attend training seminars by delegate(s) shall be made to the employee's direct management between four and eight weeks prior to the date of commencement of the course. Where

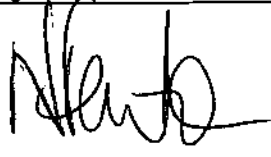
possible, the maximum amount of notice shall be given. If less than four weeks' notice is given, leave need not be granted by the employer.

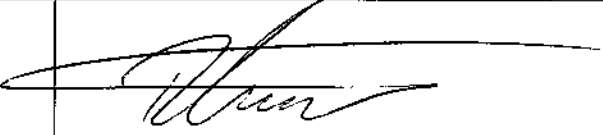
Once a request is received, leave shall be granted by the employer, subject to the employer's ability to maintain normal operating requirements. Requests for leave will not be unreasonably denied.


Leave granted pursuant to this clause shall count as service for all purposes of this agreement.

On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the seminar, and an outline of the course content.

42. Signatories to the Agreement

Signed for and on behalf of the Employers listed in Schedule A:	
Signature:	
Name in full (printed):	NORA CHRISTINA FENTON
Position:	INDUSTRIAL RELATIONS/MEMBERSHIP MANAGER
Address:	84 CHRISTIE STREET, ST LEONARDS 2065
Date:	24/12/09

Signed on behalf of the Shop, Distributive and Allied Employees Association, New South Wales:	
Signature:	
Name in full (printed):	Robert Paul Tonkli
Position (authority to sign):	Senior Industrial Officer, on behalf of the Secretary- Treasurer, Gerard Dwyer
Address:	Level 3, 8 Quay Street, Haymarket NSW 1240
Date:	24 December 2009

Signed on behalf of the Shop Assistants Warehouse Employees Federation, Newcastle and Northern:	
Signature:	
Name in full (printed):	Barbara Nebart
Position (authority to sign):	Secretary, Shop Assistants Warehouse Employees Federation Newcastle
Address:	17 William Street Hamilton NSW 2303
Date:	24 December 2009

Schedule A

1.	DAY NIGHT CHEMIST RAMSGATE	270 ROCKY POINT ROAD, RAMSGATE 2217
2.	CREMORNE PHARMACY	49C SPOFFORTH STREET, MOSMAN 2088
3.	APPIN PHARMACY	2/75 APPIN ROAD, APPIN 2560
4.	YAMBA PHARMACY	17 YAMBA STREET, YAMBA 2464
5.	BEACH PLAZA PHARMACY	270 COOGEE BAY ROAD, COOGEE 2034
6.	FRASER'S PHARMACY	85 RAILWAY STREET, CORRIMAL 2518
7.	CORRIMAL DAY & NIGHT PHARMACY	205 PRINCES HIGHWAY, CORRIMAL 2518
8.	THE MALL PHARMACY FAIRFIELD	SUITE 1, 25 SMART STREET, FAIRFIELD 2165
9.	ANNA BAY PHARMACY	129 GAN GAN ROAD, ANNA BAY 2316
10.	WILLIAMS DISCOUNT CHEMIST	208 PACIFIC HIGHWAY, CHARLESTOWN 2290
11.	MULLANES PHARMACY BAULKHAM HILLS	SHOP 99, STOCKLAND, BAULKHAM HILLS 2153
12.	GARDINERS PHARMACY	SHOP 1, 460 CHURCH ST, NORTH PARRAMATTA 2151
13.	MOSS VALE SOUL PATTINSON CHEMIST	412 ARGYLE STREET, MOSS VALE 2577
14.	YAMBA FAIR PHARMACY	SHOP 19 YAMBA FAIR, CNR TREADLANDS DRIVE, YAMBA 2464
15.	HARPERS PHARMACY	SHOP 2, 6 CLARKE STREET, EARLWOOD 2206
16.	CHEMSAVE MT HUTTON PHARMACY	SHOP 9, CENTRO SOUTHERN MALL, WILSON ROAD, MT HUTTON 2290
17.	THURGOONA FAMILY PHARMACY	SHOP 10-11 THURGOONA PLAZA, SHUTER AVE, THURGOONA 2640
18.	J LEIGH & B BERNSTEIN PHARMACY	121 LONGUEVILLE ROAD, LANE COVE 2066
19.	GUILDFORD ROAD PHARMACY	268 GUILDFORD ROAD, GUILDFORD 2161
20.	RUSHTON'S PHARMACY	SUITE 1, KILDARE COURT, 15-17 KILDARE ROAD, BLACKTOWN 2148
21.	CHEMISTWORKS ASHFIELD	230 LIVERPOOL ROAD, ASHFIELD 2131
22.	EMERTON AMCAL PHARMACY	SHOP EE, EMERTON VILLAGE SHOPPING CENTRE, EMERTON 2770
23.	VILLAGE PHARMACY	SHOP 6 SQUATTERS RUN, MOWAMBA PLACE, THREDBO 2627
24.	SHELLHARBOUR VILLAGE PHARMACY	26 MARY STREET, SHELLHARBOUR 2529
25.	JOHN BRONGER CHEMISTWORKS	SHOP 72, STOCKLAND, POLDING STREET, WETHERILL PARK 2164
26.	CHEMISTWORKS	SHOP 22, STOCKLAND, LAKE ROAD, GLENDALE 2285
27.	ANDREWS PHARMACY	437 PRINCES HIGHWAY, CORRIMAL 2518
28.	LINDFIELD PHARMACY	316 PACIFIC HIGHWAY, LINDFIELD 2070
29.	HERFORTS YOU SAVE CHEMIST	60 OLD BARRENJOEY ROAD, AVALON 2107
30.	TOP RYDE PHARMACY	66 BLACKLAND ROAD, RYDE 2112
31.	BORONIA PARK PHARMACY	97 PITTWATER ROAD, GLADESVILLE 2111
32.	MENAI SOUL PATTINSON PHARMACY	T04 MENAI MARKETPLACE, ALLISON CRES, MENAI 2234
33.	PHAM'S PHARMACY	197 RAILWAY PARADE, CABRAMATTA 2166
34.	TERRACE PLAZA PHARMACY	SHOP 4, TERRACE PLAZA SHOPPING CENTRE, RAYMOND TERRACE 2324
35.	CHEMMART PHARMACY NELSON BAY	18 STOCKTON STREET, NELSON BAY 2315
36.	BOWRAL PHARMACY	300 BONG BONG STREET, BOWRAL 2576
37.	MOOREBANK PHARMACY	1/42 STOCKTON AVENUE, MOOREBANK 2170
38.	KILLARNEY VALE PHARMACY	138 WYONG ROAD, KILLARNEY VALE 2261

39.	THE ENTRANCE DISTRICT AFTER HOURS PHARMACY	112 WYONG ROAD, KILLARNEY VALE 2261
40.	PRICELINE PHARMACY WESTFIELD LIVERPOOL	WESTFIELD, LIVERPOOL 2170
41.	GRIFFIN PLAZA CHEMIST	SHOP 2 GRIFFIN PLAZA, GRIFFITH 2680
42.	PRICELINE PHARMACY GRIFFITH	292 BANNA AVENUE, GRIFFITH 2680
43.	FORESTWAY PHARMACY	SHOP 24 FORESTWAY CENTRE, FRENCHS FOREST 2086